

**THEREFORE**, in consideration of the mutual covenants set forth herein and the benefits to be derived therefrom the parties hereto, intending to be legally bound hereby, agree as follows:

### **1. Statement of Services.**

- 1.1. CB Direct LLC (hereinafter, Company) shall provide those Installation Services set forth and described in the accepted quote to Clients as designated by the Customer, for the pricing listed on the accepted quote, and furnish all personnel and resources necessary to perform such Services in accordance with the terms of this Agreement. Each party acknowledges that the other may enter into similar or different agreements with third parties.
- 1.2. For every Customer to whom the Company provides Services, Customer and Company will perform in accordance with this Agreement. Company represents and warrants that the Services shall be performed in a professional, competent, and workmanlike manner. Company will be paid in accordance with terms established, or prepaid if terms have not been approved.
- 1.3. Company warrants, represents and covenants to Customer that Company has the capability, experience and personnel required to perform the Services and that Company shall perform the Services in a diligent and expeditious manner consistent with accepted professional practices and standards for nationally recognized firms engaged in providing similar Services, as in effect at the time the Services are performed. Company understands and acknowledges that CUSTOMER is relying upon Company's representation and warranty of its experience, expertise, skill and judgment and the proper and timely execution and performance of the Services by Company, in accordance with this Agreement, in order to ensure the completion of the Services.

### **2. Performance of Services.**

- 2.1. Company shall promptly and efficiently execute performance or delivery of the Company Services, and each part thereof, and shall complete the Services on or before the date specified in the mutually developed implementation plan, subject to change dependent on Customer and/or end-customer plan changes or equipment and/or vehicle availability challenges. Company acknowledges that performance of the Services, and each part thereof, must be coordinated with services to be performed by Customer under this agreement and agrees to so coordinate its performance or execution of the Services.
- 2.2. Company may use subcontracted third-party Field Service Technicians in order to fulfill its obligations hereunder. Company's vetting processes and parameters for all such Field Service Technicians will be subject to approval by Customer, provided that Company will be solely responsible for its selection of third-party Field Service Technicians. Company's liability and indemnity obligations hereunder extend to the acts and omissions of such Field Service Technicians.
- 2.3. Company is not committed to accept work assigned or presented. Further, if Company and/ or its Field Service Technicians do not believe the working environment is safe for persons, installations to be

completed and/ or hardware to be installed, Company is not obligated to complete work until safety concerns are addressed by Customer and/or the End-Customer.

- 2.4. Company shall comply with all Laws applicable to field service technician's performance of the Services and delivery of the Deliverables, and Customer's use of the Deliverables.
3. **Warranty.** Company warrants that Install Services shall be performed in a professional manner in accordance with generally accepted industry standards, will be free of defects in quality and workmanship, and will conform to all requirements provided in applicable Manufacturer's Installation Guide provided by Customer prior to installation. Unless otherwise stated in the scope of work, this warranty shall be effective for six (6) months following the acceptance of the Services by Customer. If corrective measure must be taken, Company will correct the defective Services or provide a refund in the amount paid by Customer to the Company, at its discretion. If Company must return to clients' location and the defect is deemed end-user tampering or a manufacturer's defect in hardware installed, Customer will be billed for a Service Call and any applicable travel at the then current rates of CB Direct, LLC.
4. **Changes in the Services.** Upon (30) thirty days written notice, Company or Customer may modify the Services, and the other party shall then have the option to accept or reject said modification in writing within 30 days of receipt of notice. If said change, modification, addition, or omission is accepted, it shall then be included in the Services but shall not otherwise impair, affect or void the Agreement.
5. **Payment.** Customer will pay all invoices within thirty (30) days of receipt unless terms have not been established and prepayment is required. Company and Customer agree to work together in good faith to informally resolve any disputes raised by Client regarding Services provided or amounts billed. Any disputes regarding invoices must be communicated to the Company within ten (10) days of receipt. Otherwise, the invoice is deemed accepted. Fees in the amount of 50% of planned labor (\$75 minimum), along with any travel fees, will be charged when vehicles and/or equipment are not available as scheduled or if an appointment is canceled less than one full business day before the scheduled start time. CB Direct business hours are Monday-Friday, 8:00 – 5:00.
6. **Independent Contractor.** It is expressly acknowledged by the parties hereto that Company is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, master/servant relationship, principal/agent relationship, a joint venture relationship, or to allow Customer to exercise control or direction over the manner or method by which Company performs the services which are the subject of this Agreement. Customer understands and agrees it will not withhold on behalf of Company pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to Company or make available to Company any of the benefits afforded to employees of Customer.
7. **Subcontractors.** Company remains solely liable for selection of any subcontractors or third parties it engages, and for its subcontractors' conduct and omissions in rendering Services under this

Agreement (including performance or breach of this Agreement).

8. **Limitation of Liability.** Neither Customer nor Company shall be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, loss of profits, or failure to realize savings arising out of or in connection with this Agreement.
9. **Confidential Information.** Company and its employees and subcontractors shall hold in trust and confidence for Customer and Clients, and shall not disclose to any third party, any and all Confidential Information of Customer and Clients which shall become known to Company in connection with this Agreement. As used herein, the phrase "Confidential Information" shall include any information which relates to a party's research, development, trade secrets or business affairs, and such information which is designated as confidential or proprietary by its owner and identified or marked as such, but does not include information which is generally known, or which can be easily obtained through shared mediums.
10. **Integration and Severability.** The Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. Except as expressly permitted herein, no amendment to the Agreement may be made except by a writing signed by both parties. The invalidity and unenforceability of any particular provision hereof shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Any waiver or discharge hereof must be in writing and signed by Customer and Company and no waiver by either party hereto at any time of any breach by the other party hereto of, or in compliance with, any condition or provision of the Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior to subsequent time.
11. **Governing Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
12. **Headings.** The sectional headings used in the Agreement are for convenience and reference only and shall not be otherwise considered in the interpretation hereof.
13. **Force Majeure.** Company will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Company, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, pandemics or shortages of labor, energy, raw materials, production facilities, or transportation. Where delays or failures are caused by labor difficulties, Company will not be obligated to seek or obtain any settlement that, in Company's sole judgment, is not in Company's best interest.
14. **Compliance.** Each party will comply with all applicable laws, regulations, and ordinances relating to the transactions contemplated by the Agreement.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be

deemed to be an original but all of which together shall constitute one and the same instrument.

16. **Indemnity.** To the fullest extent permitted by law, and notwithstanding any limitation on liability including as set forth in Section 8 of this Agreement, Company shall indemnify, hold harmless and defend Customer and/or Client and each of its respective past, present, and future trustees, officers, agents, and employees in their individual and official capacities, from and against any and all claims, demands, costs, fines, civil penalties, losses or damages, including attorney's fees, court costs, and expenses, incurred by Customer and/or Client and its trustees, officers, agents, and employees for any injury or damage including injury to persons or damage to or destruction of property, and demands or causes of action of whatever kind or nature asserted by any third party, based upon, resulting from, arising out of, or in any way incident or related to any act, error, omission, misrepresentation, or misconduct of Company or its employees, agents, officers, or subcontractors in connection with the performance of this Agreement or the Services.
17. **Compliance with Client Requirements.** Company shall abide by all applicable local state and federal laws and regulations in performing the Services and abide by all contractual requirements of the Client including all warranties and obligations agreed to by the Customer in the contract between Customer and Client as forth in Addendum A hereto, which is incorporated herein fully into this Agreement, except Company shall not be required to provide any software services or hardware services to the Client other than installation of hardware as set forth in the Statement of Services and the accepted quote.
18. **Background Checks.** Company shall conduct background checks for all persons who will provide the Services on the Client's premises, and Company warrants that any such persons have not been convicted of a felony and are not a registered sex offender.

IN WITNESS THEREOF, this agreement is considered fully executed upon acceptance of the quote provided.

**CB Direct Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

CB Direct LLC 711 Bay Area Blvd., Suite 310, Webster, TX 77298

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Company Name/Address:**

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